

Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Carbin

March 19, 1984

Mr. John White Deputy Yuma County Attorney 168 South Second Avenue Post Office Box 1048 Yuma, AZ 85364

Re: 184 - 043(R34 - 009)

Dear Mr. White:

We have reviewed your opinion dated January 12, 1984, to the Superintendent of the Somerton School District concerning whether a school district has the authority to agree to pay an administrator in return for the administrator's resignation. We revise your opinion as follows.

We have recently considered the question addressed in your letter as it relates to teachers, and we believe that the same result applies for administrators. Based upon the reasoning adopted in Ariz. Atty. Gen. Op. I84-026, we therefore conclude that a district may include in its contracts with administrators an agreement to make a lump sum payment upon an administrator's voluntary resignation. As we have pointed out, absent such an agreement, districts have no express or implied power to pay an administrator for his resignation, Ariz. Atty. Gen. Ops. I83-096, I84-026.

Sincerely,

BOB CORBIN

Attorney General

BC/SMS/jb

## OFFICE OF THE COUNTY ATIORNEY



168 S. SECOND AVENUE POST OFFICE BOX 1048 YUMA, ARIZONA 85364

782-4534, EXT. 55 782-2776 January 12, 1984 DAVID S. ELLSWORTH COUNTY ATTORNEY

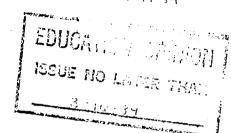
TIM HOLTZEN

R84- 009

Winstehead

S. W. Wesner Superintendent Somerton School District No. 11 Somerton, Arizona 85350

Re: Request for opinion dated 1/4/34



## Question Presented

May the school board "buy out" an administrator's contract with the school district where it is the mutual desire of the school district and the administrator that the employment relationship be severed.

## Opinion

A school board is not authorized expressly or impliedly, by statute to expend public funds to compensate the administrator, upon his resignation, for the remaining term of the contract with the school district.

## Analysis

Op. Attorney General 183-096 addresses the issue of whether a school district may spend public funds to obtain the resignation of a tenured teacher. That opinion expressed the rule that school districts have no express or implied statutory authorization to pay a teacher in exchange for the teacher's resignation and such a payment would therefore be unlawful. The rule in that opinion applies to your question because there is no express on implied statutory authority to buy out any school employees' contract. Although the Attorney General's opinion does contain language expressing the view that absent a contractual provision providing for payment, such an expenditure would be unlawful, there is no authority cited for that view and, in any event, authority to use such a contractual provision does not appear, expressly or impliedly, in the statutes.

DAVID S. ELLSWORTH YUMA COUNTY ATTORNEY

JOHV WHITE

DEPUTY COUNTY ATTORNEY